

**ADDENDUM #1
TO SPEC. 06-251**

**DESIGN SERVICES
EAST BELTWAY
PRELIMINARY DESIGN AND CORRIDOR PROTECTION**

Addendum #1 to Spec. 06-251 for Design Services East Beltway Preliminary Design and Corridor Protection, bids to be opened on Friday, September 15, 2006 at 12:00 noon.

Please note the following questions:

- 1. Is a Field Survey necessary? Refer to 4.1.1 on specs and page 3, section 3 on State Form.**

Answer Field survey information is not specifically required with this RFP. However, if at some point during the project, the selected Proposer recommends that field survey is necessary to complete the project, the City/County may negotiate with them to provide the additional services.
- 2. Are aerial photos and mapping available for review?**

Answer The current aerial photos and topographic information are available from Engineering Services.
- 3. Clarify the evaluation process, specifically the short list:**

Answer Refer to section 11. PROPOSAL EVALUATION CRITERIA for this information.
- 4. Will fees be considered in the evaluation process?**

Answer There is no reference to fees being considered as part of section 11. PROPOSAL EVALUATION CRITERIA.
- 5. What entities will be represented on the Evaluation Committee?**

Answer The Evaluation Committee will consist of City and County representatives.
- 6. Who are the members of the Evaluation Committee?**

Answer This is irrelevant considering the information contained in section 13.5.
- 7. Are State and Federal funds being used for this project? Has the money been allocated?**

Answer Federal funds are being used. No State funds are being used. The Federal funds have allocated.
- 8. Clarify "minimal" public involvement in this project:**

Answer The selected Proposer will be expected to recommend to the City/County what if any public involvement is necessary for the project.
- 9. Which public entity established the design criteria?**

Answer The design criteria, as shown in Exhibit "B" in the agreement between the City County and State, were provided by the Nebraska Department of Roads.

10. Clarify the Right of Way in the Tractor Supply/Waverly area?

Answer The selected Proposer will be provided all current and available information regarding any existing ROW within the project boundary.

11. Does this project tie in Highway 6?

Answer The selected Proposer will be expected to coordinate with NDOR in regards to the I-80/Hwy #6/East Beltway interchange.

12. Where should work begin on this project?

Answer Consultant should give their recommendations on where the project should begin.

13. Is it necessary for all consultants to submit a Form 497 and Form 498?

Answer Yes, Some consultants may not be registered with the State of Nebraska NDOR. Therefore, all consultants must include this information.

14. A copy of the PREBID meeting attendees is included with this addendum.

15. A copy of the City of Lincoln Instructions To Proposers is included with this addendum.

All other terms and conditions to remain unchanged.

Dated this 6th day of September, 2006

Purchasing Department

Bob Walla
Assistant Purchasing Agent

Friday, September 1, 2006

PREBID MEETING REGISTER

East Beltway Prelim Design

ALL ATTENDEES MUST REGISTER

<u>Company Name</u>	<u>Representative</u>	<u>Fax #</u>	<u>Email Address</u>
EdA Consulting Group	Steve Irons	420-7218	siron@EACG.com
EdA CONSULTING	FRED BECK	420-7218	FBECK@EACG.com
KIRKHAM MICHAEL	RICK HADEN	477-4268	rjh@Kirkham.com
Kirkham Michael	Randy ElDorado	477-4268	reldorado@kirkham.com
Parsons Brinckerhoff	Ken Almgvist	323-6564	almqvist@pbworld.com
Parsons Brinckerhoff	Jane Jordan	323-6561	jordanja@pbworld.com
Thatt Felsburg Holt Mullerig	Matt McFadden	445-4394	matt.mcfadden@fhuen.com
Schemmer Assoc.	Reepi Carlson	488-3221	rcarlson@schemmer.com
Schemmer Assoc.	Mark Lutjeharms	488-3221	mlutj@schemmer.com
Lancaster County	Doug Pillard	441-8692	dillard@ci.lincoln-ne.us
OLSSON ASSOCIATES	Tom LEIKAM	458-5619	tleikam@oaconsulting.com
OLSSON ASSOCIATES	ERIC DIXON	458-5678	edixon@oaconsulting.com
ROSS ENG.	CLAY BUELL	474-7678	cbuell@rossengineering.com
WILBUR SMITH ASSOCIATES	Bob ORR	816-554-8072	BORR@WILBURSMITH.COM
HOR	DAVE MEIER	402-392-4979	DAVE.MEIER@HORI.MI.CO
HWS	Randy Kaster	402-333-5792	rkaster@hws.com
MACTEC	Walter Case	402-421-8262	wcase@mactec.com
MACTEC	Don Kuhlman	402-421-8262	dkuhlman@mactec.com
LINCOLN CITY	Roger Figard	402-441-6576	rfigard@ci.lincoln-ne.us
	VINCE M Meyer	402-441-8314	VMeyer@ci.lincoln-ne.us
E&A	Lance Paulsen	402-420-7218	lpaulsen@eacg.com
Schemmer	LINDA SORRELL	402-488-3221	lsorrell@schemmer.com
TSK	Tom Strauss	402-201-4109	TStrauss@tsk.com

INSTRUCTIONS TO PROPOSERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. PROPOSAL PROCEDURE

- 1.1 Each RFP must be legibly printed in ink or typed, include full name, business address, telephone number, fax number and email address of the Proposer; and be signed in ink by the Proposer.
- 1.2 Response by a firm/organization other than a corporation must include the name and address of each member.
- 1.3 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.4 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.5 Proposals received after the time and date established for receiving offers will be rejected.

2. EQUAL OPPORTUNITY

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

3. DATA PRIVACY

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the City harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.

4. PROPOSER'S REPRESENTATION

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work and has correlated the observations with the requirements of the RFP.

5. SPECIFICATION CLARIFICATION

- 5.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.

- 5.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt, unless otherwise noted in RFP.
- 5.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 5.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the City; proposers shall not rely upon oral interpretations.

6. ADDENDA

- 6.1 Addenda are written documents issued by the City prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 6.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 6.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 6.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 6.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda in their proposal.

7. ANTI-LOBBYING PROVISION

- 7.1 During the period between the proposal advertisement date and the contract award, proposers, including their agents and representatives, shall not lobby or promote their proposal with any member of the City Council or City Staff.

8. EVALUATION AND AWARD

- 8.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 8.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time and date established for receiving offers, and each proposer agrees in submitting an offer.
- 8.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 8.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 8.5 A committee will be assigned the task of reviewing the proposals received.

8.5.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.

8.5.2 The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

8.6 The offer will be awarded to the lowest responsive, responsible proposer whose proposal will be most advantageous to the City, and as the City deem will best serve their requirements.

8.7 The City reserves the right to accept or reject any or all offers, parts of offers; request new proposals, waive irregularities and technicalities in offers; or to award the RFP on a split-order basis, or lump-sum basis; such as shall best serve the requirements and interests of the City.

9. INDEMNIFICATION

9.1 The proposer shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the proposer, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the proposer to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

9.2 In any and all claims against the City or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 9.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

10. LAWS

10.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

10.2 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

11. AWARD

11.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.

11.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.

11.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.

11.3.1 The committee may request documentation from

Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.

11.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

11.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.

11.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.

11.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.

12. LIVING WAGE

12.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per Section 2.81 of the Lincoln Municipal Code. This wage is subject to change every July.